



Appendix D to DIR Contract No. DIR – SDD - 258 Services Agreement

This Service Agreement (“Agreement”) is between Micro System Enterprises, Inc. (“MSE”) and _____ (“Customer”), and shall govern the provision of services (“Services”) by MSE to Customer. This Agreement is issued pursuant to DIR Contract No. DIR – SDD - 258. To the extent of any conflict between this Agreement and DIR Contract No. DIR – SDD - 258, the DIR Contract shall prevail.

This Agreement consists of the following attached documents, which are incorporated herein in their entirety by reference:

1. **GENERAL CONDITIONS TO SERVICES AGREEMENT**
2. **SERVICES DESCRIPTION & RATES**
3. **CUSTOMER INFORMATION PROFILE**

This Agreement, the Exhibits and the attachments attached hereto and the DIR Contract No. DIR – SDD - 258 represent the entire agreement between the Parties. Any modification to this Agreement may be made only in writing executed by the duly authorized representatives of MSE and Customer. Exhibits, attachments and amendments to this Agreement shall take precedence in case of conflicting terms between the terms of the Agreement, and those of the exhibits, attachment or amendment.

By signing this form, I am acknowledging that I have read, understand and agree to the Service Terms and Conditions and Service Description:

Micro System Enterprises, Inc. by: _____ Printed Name: Mr. Carl Easton Title: Director of Professional Services Date: _____	Customer by: _____ Printed Name: _____ Title: _____ Date: _____ Tax I.D. No.: _____
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General Conditions to Services Agreement

1. **Term.** This Agreement shall be for a period of time ("Agreement Term") commencing on _____ and ending when either; 1) Service Credit has been consumed, 2) at the one year anniversary date, (whichever comes first) or 3) when the Statement of Work (SOW) has been completed and signed confirmation by the customer received.
 2. **Services:** During the Agreement term, MSE will provide Customer with computer services as described in the Service Description.
 3. **Invoices.** Invoices are due and payable in compliance with Chapter 2251, Texas Government Code.
 4. **Assignment.** This Agreement is not assignable by Customer without the prior written consent of MSE. Any attempt by Customer to assign any rights, duties or obligations which arise under this Agreement without MSE's consent shall be void. MSE expressly reserves the right to sub-contract, at MSE's expense, subject to the terms of section 9.E, of the contract between DIR and MSE for the performance of any and all of the services to the provider hereunder. In such event, however, the rights and obligation of MSE and Customer shall not be diminished.
 5. **Agreement not to Solicit Employees.** Customer will not, while at any time during the term of this Agreement and for a period of twelve (12) months following the termination of such Agreement, whether as an individual, or in any capacity, directly or indirectly, solicit, employ, contract or retain any employee of MSE or MSE's sub-contactor without its written consent.
 6. **Insurance.** MSE and our sub-contractors maintain Worker's Compensation and Employer's Liability Insurance covering its employees according to statutory requirements applicable to Houston, Dallas, Austin, and San Antonio, TX. Proof of such coverage will be provided upon request by Customer.
 7. **Limitation or Remedies.** MSE entire liability and Customer's exclusive remedy for damages from any cause whatsoever, including, but not limited to, nonperformance or misrepresentation, and regardless of the form of actions, shall be limited to the amount which has been paid to MSE by Customer for performance hereunder. In no event will MSE be liable for damages caused by Customer's negligence, or for special, incidental or consequential damages, lost profits, lost use of equipment, loss of stored memory, cost of substitute equipment or other downtime costs, even if MSE has been advised of the possibility of such damages, or for any claim against Customer by any other party. SOME STATES HAVE LAWS WHICH ARE DIFFERENT FROM THOSE STATED HEREIN
- AND IN SUCH STATES, THE MINIMUM REQUIRED LIABILITY TERMS SHALL APPLY.
8. **Savings Clause.** The failure of either party to at any time enforce any provision hereof shall never be construed to be a waiver of such provision or of the right of either party to enforce each and every provision hereof at any time. In the event any paragraph, provision or clause, or any combination of same hereof shall be found or held to be unenforceable at law or in equity, or under any ordinance, statute or regulation, such findings or holding shall not in any way affect the other paragraphs, provisions and clauses which shall remain in full force and effect, and which shall, to the extent possible, be interpreted and applied so as to effectuate the intent of the paragraphs, provisions or clauses held to be unenforceable.
 9. **Force Majeure.** Appendix A, Section 10, C of the Contract between DIR and MSE governs Force Majeure..
 - 10a. **Equipment Covered.** Services provided under this agreement is for the support of applications and platforms based on Intel architecture computer systems, Microsoft and Novell based operating systems, Microsoft applications, printers, routers, firewalls, hubs, switches and common peripheral devices at MSE's discretion.
 - 10b. **Equipment Excluded.** Specifically excluded is the following: mainframe, mid-range and non-Intel based systems; plus any systems running Unix OS's. Also excluded is service for WAN interconnect devices and services, SAN equipment and specialized peripheral equipment unless agreed to in the scope of work. Any equipment or sites located greater than 50 miles from our offices in Austin, Dallas, El Paso and Houston and any equipment which MSE determines to be unfit for service from our support staff and sub-contractors.



Service Description

Description of Services: The level of service required is dictated by the highest level of complexity included in the service call.

Enterprise Storage Engineer

This level of service includes needs assessment and complex design of SAN/NAS/backup storage solutions. This level of MSE engineers are experienced in enterprise storage analysis, design architecture and installation. MSE engineers are capable of creating a secure storage environment using the latest tools and encryption methods. The Enterprise engineers are vendor trained and certified.

Systems Engineer

This level of service includes product repair, maintenance and upgrades to existing storage environments. These MSE engineers will assist the MSE Enterprise engineers with the assessment and installations of complex storage projects. This level of engineer has the ability to do needs analysis, design and installation of non-enterprise storage solutions. MSE engineers are available to provide storage management to existing installations.

Principal Period of Service: The principal period of service for Service delivery is between the hours of 8:00 a.m. and 5:00 p.m. CDST/CST, Monday through Friday, excluding Federal holidays. Service performed outside of this window is described in the following paragraph.

After Hours, Weekend and Holiday Service: Service performed outside of the principal period of Service (described above) is charged at an uplifted rate. Services for after hours work and Saturday work is charged at a rate of 1.5 times the normal rate. Service requested on Sunday or Holidays is charged at a rate of 2 times the normal rate. All after hours work should be scheduled and is subject to technician availability.

Project Support: Project Support is work requiring service for more than one day or when multiple service representatives are provided under a Service Agreement. Project Support requires a minimum of 5 days notification to permit us to schedule the appropriate resources for each job. Projects are usually scheduled at least 2 weeks in advance.

Minimum Charge and Travel Time: Travel time is normally charged portal to portal, at the engineer rate, however for service performed under this agreement, customers are only charged travel time one way. This reduces the travel costs by half. There is a minimum charge of 1 hour per service call. Time is charged in 15 minute increments.

Parts: Parts are not covered under the Service Agreement and are billed separately or handled under the customer's equipment warranty process, where applicable.



Customer Information Profile

Entity Name: _____

Primary Contact: _____ **Title:** _____

Telephone Number: _____

**Location of Sites
to be serviced:** _____
(within 50 miles of
MSE office)

**Location of Sites
to be serviced:** _____
(within 50 miles of
MSE office)

**Location of Sites
to be serviced:** _____
(within 50 miles of
MSE office)